Honorable Tana Lin

## UNITED STATES DISTRICT COURT

## WESTERN DISTRICT OF WASHINGTON, AT SEATTLE

EMPLOYEE PAINTERS' TRUST;
INTERNATIONAL PAINTERS AND
ALLIED TRADES INDUSTRY PENSION
FUND; FINISHING TRADES INSTITUTE;
PAINTERS AND ALLIED TRADES LABOR
MANAGEMENT COOPERATION
INITIATIVE; INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL 5, LOCAL UNION
1959 OF ALASKA; LOCAL 1959 ANNUITY
FUND; LOCAL 1959 APPRENTICESHIP
AND TRAINING FUND; and LOCAL 1959
INDUSTRY ADVANCEMENT FUND,

Plaintiffs,

VS.

DYNAMIC PAINTING, INC., an Alaska corporation; and ROBERT MASSON, an individual,

Defendants.

Case No.: 2:22-cv-01780-TN

## STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE

Plaintiffs, EMPLOYEE PAINTERS' TRUST; INTERNATIONAL PAINTERS AND ALLIED TRADES INDUSTRY PENSION FUND; FINISHING TRADES INSTITUTE; PAINTERS AND ALLIED TRADES LABOR MANAGEMENT COOPERATION INITIATIVE; INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 5, LOCAL UNION 1959 OF ALASKA; LOCAL 1959 ANNUITY FUND; LOCAL 1959 APPRENTICESHIP AND TRAINING

STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE (Case No. 2:22-cv-01780-TN)

THE URBAN LAW FIRM
4270 S. Decatur Blvd., Ste. A-9
Las Vegas, NV 89103
T: 702.968.8087; murban@theurbanlawfirm.com
CHRISTENSEN JAMES & MARTIN
7440 W. Sahara Ave., Las Vegas, NV 89117
T: 702.255.1718; wes@cjmlv.com
Counsel for the Plaintiffs

FUND; and LOCAL 1959 INDUSTRY ADVANCEMENT FUND (collectively "Plaintiffs"), by and 1 2 through their counsel of record, Michael A. Urban of The Urban Law Firm, and Defendants DYNAMIC 3 PAINTING, INC., an Alaska corporation; and ROBERT MASSON, an individual (collectively "Defendants"), by and through their counsel of record, Allen R. Benson of Schwabe, Williamson & 4 Wyatt, hereby stipulate and agree that: 5 1. The parties entered into a Settlement Agreement and Mutual Release ("Settlement 6 7 Agreement") dated April 8, 2024, whereas the terms of the Settlement Agreement that fully 8 resolves all claims asserted in this action were to be completed on or before May 8, 2024. 9 2. The Settlement has been completed. Pursuant to Fed. R. Civ. P. 41(a)(l)(A)(ii), all claims asserted herein shall be and are hereby 10 dismissed with prejudice. 11 12 4. Each party shall bear its own attorney's fees and costs. 13 Dated: April 26, 2024 Dated: April 26, 2024 14 /s/ Michael A. Urban /s/ Allen R. Benson The Urban Law Firm Schwabe, Williamson & Wyatt 15 Michael A. Urban, Esq., WSBA #20251 Allen R. Benson, WSBA #51137 16 321 Burnett Ave S., Suite 200 US Bank Centre Renton, WA 98057 1420 Fifth Ave., Suite 3400 17 murban@theurbanlawfirm.com Seattle, WA 98101 Counsel for Plaintiffs abenson@schwabe.com 18 Attorney for Defendants 19

IT IS SO ORDERED.

Tana Lin

United States District Judge

Dated: April 29, 2024

STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE (Case No. 2:22-cv-01780-TN)

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T: 702.255.1718; wes@cjmlv.com
Counsel for the Plaintiffs